

Peter E Waldron
1334 Tampa Road #195
Palm Harbor, FL 34683

2013 MAR 26 AM 11:35

OFFICE OF
COUNCIL

March 22, 2013

Mr. Jeff Jordan, Supervisory Attorney
Complaints Examination & Legal Administration
Federal Elections Commission
Washington, DC 20463

RE: MUR 6724

Dear Mr. Jordan:

This acknowledges receipt, date, of your letter dated February 28, 2013.

I am not an attorney. I am a layman. Punctuating sentences with "apparently"; "it appears" and "alleged" is not my strength, therefore, excuse me if I fail to add the appropriate qualifier to my sentences and paragraphs.

I must warn you that an impediment to the FEC investigation is the "Release" or Non-Disclosure Agreement ("NDA") crafted by the Bachmann for President Committee's ("BFP") legal team. Several unpaid BFP contractors were required to sign the NDA almost one-year after the Candidate Michele Bachmann suspended her campaign on/about January 4, 2012 and six months or less after Heki v. Bachmann was filed in Polk County, IA on/about July 31, 2012 and nearly 3-months after the Plaintiff in the lawsuit filed criminal charges based on a sworn affidavit against IA Senator Kent Sorenson with the Urbandale Police Department on/about September 10, 2012.

It reads in Section 2, part a and c:

2. CONFIDENTIALITY AND COMMUNICATIONS

a. By signing this Agreement you represent that you have not, and at any time in the future shall not, use or disclose confidential or privileged information relating to the Campaign...

b. ...

c. Upon receiving notice of any request to disclose or make any statement prohibited under any part of Section 2a or 2b, you shall provide prompt notice of such demand, including the name and contact information of the person or entity requesting it and any documentation relating to such demand. If such demand is one seeking to compel you as a matter of law to make any such disclosure or statement, you shall not provide any such information until the Campaign has had an opportunity to object and to obtain an order or determination protecting such information from disclosure, provided the Campaign promptly pursues such relief. Under such circumstances, you shall not make any such disclosure or statement until a final decision is made regarding such order or determination is made by the applicable legal authorities.

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BFP Chairman Jim Pollack promised to pay long overdue wages to any employee who signed the agreement. Heads of households were caught between a "rock and a hard place". Most former employees chose family and payment because of very hard economic times in Iowa and elsewhere. Those of us who would not sign the NDA were not paid and see no pay within the foreseeable future.

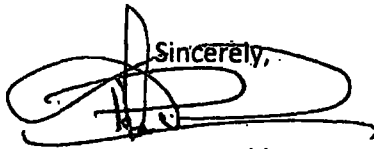
As an apparent intended consequence, I allege that the BFP lawyers wanted to identify staffers who had talked with the plaintiff's lawyers and criminal investigators (NDA "2a"). Further, it appears that a deliberate effort was made to stifle or manage the testimony (NDA "2b") of possible credible witnesses to the alleged FEC violations and possible criminal behavior. Witnesses are silenced. Some have told me that they are afraid that BFP's high-powered and well-paid attorneys will litigate against them to recover money already spent on mortgages, utilities, and routine household expenses.

- Witnesses will testify to the mechanics of the alleged agreement between IA Senator Kent Sorenson and BFP National Political Director/MichelePAC Executive Director Guy Short.
- Witnesses will testify to the transfer of money from BFP and MichelePAC to C&M Strategies.
- Witnesses will testify to conversations among senior staff with regard to payments to IA Senator Kent Sorenson.

I filed a complaint on/about January 30, 2013 in good faith against Senator Kent Sorenson with the Iowa Senate Ethics Committee believing that the Committee would open a formal investigation that would allow for witnesses with oral testimony and documentary evidence to testify privately or publicly before the Committee. The Committee, however, agreed on/about February 13, 2013 to wait for more evidence to be gathered by outside investigative agencies. The Committee did not ask the IA Supreme Court to appoint an investigator who could lawfully interview witnesses to the alleged criminal and possible violations of IA Senate Rules by a Senator in their Chamber.

I do know that another federal agency is investigating the transfers of money and payments made by BFP, MichelePAC and C&M Strategies. Further, the investigators are interviewing and obtaining credible evidence from several witnesses because of their legal authority. But, their investigations and findings are confidential until their investigation is complete and the evidence collected is considered by supervisors and managers in their agency.

Nullification of the BFP NDA by BFP Chairman Pollack will expedite your investigation and findings. A blanket indemnification from civil lawsuits will facilitate former BFP employees/contractors testimony. Once notified of nullification or immunity, I believe, witnesses will step forward to answer questions regarding the charges listed in my complaint.

Sincerely,

Peter E Waldron

Enclosures:

BFP Non-Disclosure Agreement

MMR 6724

ENCL: NDA

RELEASE AGREEMENT

CONFIDENTIAL

Peter Waldron
Verticle Horizons One
1334 Tampa Road
Palm Harbor, FL 34683

Dear Peter:

As you know, your contract with Bachmann for President (the "Campaign" or "BFP") expired on December 31, 2011, and the Campaign's operations were suspended in January 2012 immediately following the Iowa Caucuses. Under the terms below, the Campaign will make one additional payment to you. If you sign this letter, it will be the Release Agreement ("Agreement") between you, your firm and the Campaign. By signing this Agreement, you, your firm and the Campaign agree as follows:

1. CONSIDERATION

In consideration for you signing and complying with this Agreement, the Campaign will pay you a one-time payment of \$916.67. No further compensation or expense reimbursement shall be owed to you or your firm.

2. CONFIDENTIALITY AND COMMUNICATIONS

a. By signing this Agreement you represent that you have not, and at anytime in the future shall not,

(i) use or disclose confidential or privileged information relating to the Campaign, Congresswoman Michele Bachmann (the "Candidate") or any activities relating to the Campaign, the Candidate or the Candidate's family members or any business owned or operated by a member of the Candidate's family ("Confidential Information"), including without limitation, information about current or future political or communication activities, strategies or needs, fundraising, financing and other financial information, polling, consultants, and employees and personnel information (including employee names, home addresses, phone numbers, compensation, or job descriptions or responsibilities) or vendors.

(ii) make any statement (written, oral, electronic or otherwise) about or relating to the Campaign, the Candidate, the Candidate's family members, any businesses owned or operated by a member of the Candidate's family or any former or current director, employee, agent, successor, predecessor, affiliate, or attorney of the Candidate, the Campaign, any relative of the Candidate or any

business owned or operated by any family member of the Candidate to any media outlet (including without limitation any television, radio, newspaper, newsletters, magazine blogs, chat board, website, other digital media or any other public media of any kind).

(iii) make any negative or disparaging statements to any one about the Campaign, the Candidate, the Candidate's family, any businesses owned or operated by a member of the Candidate's

family any former or current director, employee, agent, successor, predecessor, parent, subsidiary,

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affiliate, or attorney of the Campaign, the Candidate, any relative of the Candidate any business owned or operated by any family member of the Candidate.

b. The Parties to this Agreement, including their attorneys, agents, or representatives, hereby expressly acknowledge and agree that the existence, negotiations, terms, and conditions of this Agreement and Release, specifically including but not limited to the Severance Amount payable under Section 1 of this Agreement, shall be held in absolute and strict confidence and shall not be revealed or disclosed in writing, orally, electronically or otherwise to any other person or entity.

c. Upon receiving notice of any request to disclose or make any statement prohibited under any part of Section 2a or 2b, you shall provide prompt notice of such demand, including the name and contact information of the person or entity requesting it and any documentation relating to such demand. If such demand is one seeking to compel you as a matter of law to make any such disclosure or statement, you shall not provide any such information until the Campaign has had an opportunity to object and to obtain an order or determination protecting such information from disclosure, provided the Campaign promptly pursues such relief. Under such circumstances, you shall not make any such disclosure or statement until a final decision is made regarding such order or determination is made by the applicable legal authorities.

3. WAIVER, RELEASE AND COVENANT NOT TO SUE

You hereby waive, release and forever discharge the Campaign, the candidate, the candidate's family members, any business owned or operated by a member of the Candidate's family, or any former or current director, employee, agent, successor, predecessor, parent, subsidiary, affiliate, or attorney of any of the following: the Campaign, the Candidate, any relative of the Candidate, or any business owned or operated by a member of the Candidate's family (the "Released Parties") from any and all charges, claims, damages, injury and actions, in law or equity, which you or your heirs, successors, executors, or other representatives ever had, now have, or may have arising from or relating to the services you provided to and the termination of those services by the Campaign. ("Released Claims").

This is a general waiver and release of all claims that you may have and can lawfully release against any of the Released Parties, including known and unknown claims.

4. RETURN OF PROPERTY

You hereby affirm that you have returned to the Campaign all documents, records, emails, data, or other non-public information that is recorded in any manner, and was furnished to you or produced by you in connection with your services to the Campaign. Specifically, you agrees that you will return all copies of BFP property and data regardless of the manner in which it is stored, including computers, phones, tablet computers, any other electronic storage devices, keys to BFP offices, or any other property in your possession, and any donor, voter ID, volunteer, micro-targeting, get-out-the-

vote, and any other BFP lists ("Lists") or contribution histories within two (2) calendar days of the execution of this Agreement. You further agree that you will not disclose, rent, lease, sell, or enter into joint ownership agreements concerning any List(s), or any information, update(s), or enhancement(s) of the BFP Lists in any form, or for any purpose, nor will he retain, duplicate, or use any of such information in any fashion or for any purpose whatsoever. You also agree to return or destroy any such Lists at BFP's sole discretion.

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5. NATURE OF AGREEMENT

You acknowledge that in signing this Agreement you have relied only on the promises written in this Agreement, and not on any other promises or statements made by the Campaign. This Agreement is not and shall not be construed or interpreted as an admission of any liability by you, the Campaign or any other Released Parties. This Agreement contains the entire agreement between the Campaign and you regarding the subject matter of this Agreement. It may not be altered, modified or amended except in a writing signed by the Campaign Manager on behalf of the Campaign and you. This Agreement supersedes and replaces any prior agreements between you and the Campaign, either written or oral. Any dispute arising from or relating to this Agreement or the services you have provided to the Campaign shall be resolved exclusively through mandatory and binding arbitration by a single arbitrator in accordance with the Federal Arbitration Act and under the Commercial Rules of the American Arbitration Association.

6. SEVERABILITY/COUNTERPARTS & FACSIMILE

This Agreement may be executed in counterparts, and all counterparts will be considered as part of one Agreement binding on all parties to this Contract. This Agreement may be executed via facsimile, which signatures shall be deemed legal and binding as an original signature hereto. If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

Very truly yours,

BACHMANN FOR PRESIDENT

James L. Pollack
Campaign Chairman

Date

Notary Signature
Print, Type or Stamp Name of Notary

Date

By signing below, I acknowledge that I understand the terms of this Separation and Release Agreement and entering into it voluntarily.

Peter Waldron

Date

Notary Signature
Print, Type or Stamp Name of Notary

Date

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